



NORTH AMERICAN CAR CORPORATION
33 West Monroe
Chicago, IL U.S.A. 60603
Telephone 312.853.5000
Telex #255222

RECORDATION NO. 11417-2222
Filed 1425

MAY 4 - 1981 - 3 15 PM
INTERSTATE COMMERCE COMMISSION

No. 1-1220016
Date MAY 4 1981
Fee \$... 10.00
ICC Washington, D.C.

April 20, 1981

Secretary
Interstate Commerce Commission
Washington, D.C.

Re: Section 11303 Filing: Supplement dated as of
April 20, 1981, ("Supplement") to the Bailment
Agreement and Assignment of Leased dated as of
November 2, 1979, ("Bailment Agreement"), by and
between North American Car Corporation ("Bailee")
and General Electric Credit and Leasing Corporation
("Bailor"). Recorded under Recordation No. 11417.

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate
Commerce Act are executed counterparts of the above described
Supplements to the above described Bailment Agreement, between
Bailee, 222 South Riverside Plaza, Chicago, Illinois 60606
and Bailor, P.O. Box 8300, 260 Long Ridge Road, Stamford,
Connecticut 06904. The Bailment Agreement was recorded
with the Interstate Commerce Commission at 1:15 p.m. on
January 23, 1980, under Recordation No. 11417.

Under the Bailment Agreement, Bailee agrees to hold, lease,
maintain and perform certain administrative and other services
with respect to the equipment described in Schedule A thereto
(which equipment has been or is to be sold to Bailor) and
assigns, transfers and sets over unto Bailor all of Bailee's
right, title and interest, powers, privileges and other bene-
fits in, but not its obligations under, the leases of such
equipment described in Schedule B to the Bailment Agreement,
together with all amounts which may be received or credited
to the account of Bailee in respect of mileage compensation
from railroads using the equipment leased under such leases
or any other sums received by or payable to Bailee from parties
other than the lessee with respect thereto, all in accordance
with the Bailment Agreement.

The Supplement, by its terms, amends Annex A and B to the
Bailment Agreement as set forth in the Supplement and the
schedules thereto.

RECEIVED
MAY 4 3 07 PM '81



Secretary
Interstate Commerce Commission

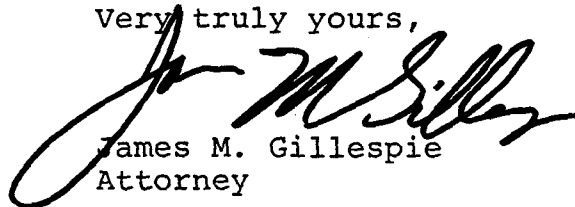
Page Two

Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Bailment Agreement.

Pursuant to the Commission's rules and regulations for the recording of certain documents, under Section 11303 of the Interstate Commerce Act, you are hereby requested to duly file two of each of the enclosed counterparts for record in your office and to return the remaining counterparts together with the Secretary's Certificate of Recording, to the messenger making this delivery.

If you have any questions, please contact me.

Very truly yours,

A handwritten signature in dark ink, appearing to read "James M. Gillespie".

James M. Gillespie
Attorney

JMG/dak
enclosures

Interstate Commerce Commission
Washington, D.C. 20423

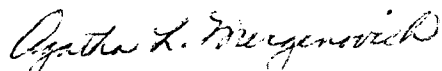
OFFICE OF THE SECRETARY

James M. Gillespie
North American Car Corp.
33 West Monroe
Chicago, IL 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/4/81 at 3:15PM , and assigned re-recording number(s). 11417-ZZZZZZZZ, 11417-AAAAAAAAA, & 11417-BBBBBBBBBB

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

11417-
82

SUPPLEMENT, dated as of April 20, 1981, to the BAILMENT AGREEMENT AND ASSIGNMENT LEASES, dated as of November 2, 1979, (the "Assignment"), between GENERAL ELECTRIC CREDIT AND LEASING CORPORATION, a Delaware corporation ("GECC") and NORTH AMERICAN CAR CORPORATION, a Delaware corporation ("NACC"):

WHEREAS, NACC and GECC desire to add the units railroad equipment referred to in Schedule A hereto (the "Equipment") to the Assignment;

WHEREAS, NACC and GECC desire to assign the leases referred to in Schedule B hereto (the "Leases") to the Assignment;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and in the Assignment, GECC and NACC agree as follows:

Article I. Definitions, Interpretation

1.01. The definitions set forth or incorporated by reference in the Assignment are incorporated herein by reference to the same extent as if set forth herein, except as herein otherwise provided.

1.02. In the event of any discrepancy between the provisions of this Supplement and the provisions of the Assignment, the provisions of the Assignment shall control and the provisions hereof are expressly made subject thereto.

Article II. Supplement to Assignment

2.01. The Assignment is hereby supplemented to add the Leases and the Equipment thereto.

Article III. Representation and Warranties


3.01 The representations, warranties and covenants of NACC in the Assignment are true and correct on and as of the date hereof as though made on and as of this date.

IN WITNESS WHEREOF, NACC and GECC have executed this Supplement as of this 20th day of April, 1981.

NORTH AMERICAN CAR CORPORATION

By 

ATTEST:


Assistant Secretary

GENERAL ELECTRIC CREDIT AND
LEASING CORPORATION

By 

ATTEST:


ANNE T. MALOY
ATTESTING SECRETARY

HERMAN W. GERTE
Manager-Special Projects

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

On this 20th day of April , 1981 , before me personally appeared Harold Wong, to me personally known, who, being by me duly sworn, says that he is a Director - Investor Management Programs of NORTH AMERICAN CAR CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

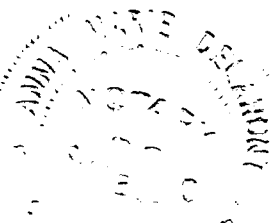
Debra A. Kelly
Notary Public

(Notarial Seal)

My Commission Expires February 23, 1983.

STATE OF Connecticut)
) SS.:
COUNTY OF Fairfield)

On this 1 day of May , 1981, before me personally appeared H.W. Gerte, to me personally known, who, being by me duly sworn, says that he is a Manager Special Projects of GENERAL ELECTRIC CREDIT AND LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



(Notarial Seal)

Anna Marie Delahunt
Notary Public

ANNA MARIE DELAHUNT
NOTARY PUBLIC

MY COMMISSION EXPIRES MARCH 31, 1985

SCHEDULE A

<u>Description of Equipment (including AAR designation)</u>	<u>Quantity</u>	<u>Reporting Mark (Inclusive)</u>	<u>Serial Number (Inclusive)</u>
5000 cubic foot covered hopper car, pressure differential unloading (15 psi), 100-ton trucks, Class LO	8	NAHX 550083- 550090	550083- 550090

SCHEDULE B

<u>Dates and Numbers of Master Lease and Rider</u>	<u>Reporting Marks of Equipment Subject to Lease</u>	<u>Serial Numbers of Equipment Subject to Lease</u>	<u>Description of Equipment (in- cluding AAR desig</u>
Car Leasing Agreement 32244-5 (Dated 9/12/74) Rider No. 11 (Dated 5/1/81)	NAHX 550083- 550090	550083- 550090	5000 cubic foot covered hopper ca. pressure differ- ential unloading (15 psi), 100-ton trucks, Class LO